



6/20 invoice initiated/validated ✓

RECEIVED 3661
BY BK DATE 6-20-24

Purchase Order 244259, Change Order 1

Supplier Details:

Company FLOCK SAFETY
Contact
Address PO BOX 121923
DALLAS, TX 75312

Submit your response to:

Company City of Bakersfield
Contact Olimpia Frederick
Address 1600 Truxtun Avenue
BAKERSFIELD, CA 93301
Phone 1-661-326-3914
Fax
E-mail Ofrederick@bakersfieldcity.us

This document has important legal consequences. The information contained in this document is proprietary of City of Bakersfield. It shall not be used, reproduced, or disclosed to others without the express and written consent of City of Bakersfield.

This amendment supersedes the agreement 244259 and all its prior modifications. This agreement can be changed only by a signed agreement between the affected parties.

***6/19/24, THIS CHANGE SPLITS LINE ONE PER DEPARTMENT REQUEST.**

Receipt of this PO mandates acceptance of all City of Bakersfield purchase order terms and conditions.
Current purchase order terms and conditions are located on the city of Bakersfield website at <https://supplierstc.bakersfieldcity.us>



Purchase Order 244259 Change Order 1

Order	244259
Order Date	31-MAR-2024
Change Order	1
Change Order Date	20-JUN-2024
Revision	0
Ordered	255,000.00 USD
Total Tax	0.00 USD
Total Amount	255,000.00 USD

SHOW PURCHASE ORDER NUMBER ON ALL CASES, PACKAGES AND INVOICES

Sold To **City of Bakersfield**
1600 Truxtun Avenue
BAKERSFIELD, CA 93301

Supplier **FLOCK SAFETY**
PO BOX 121923
DALLAS, TX 75312

Bill To **City of Bakersfield**
1600 Truxtun Avenue
BAKERSFIELD, CA 93301
UNITED STATES
KERN

Ship To **TECHNOLOGY SERVICES**
1501 TRUXTUN AVE, 1ST FL
BAKERSFIELD, CA 93301
UNITED STATES
KERN

Notes USD = US Dollar

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	32291	Net 30	None	None	
Confirm To			Deliver To Contact		
Olimpia Frederick			Olimpia Frederick		
Phone 1-661-326-3914			E-mail Ofrederick@bakersfieldcity.us		

Line	Item	Price	Quantity	UOM	Ordered	Total Tax	Taxed
1	PER AGR 2023-094 (1), FLO CK SAFETY PLATFORM	250,500.00	0		250,500.00		
2	FLOCKSAFETY PROFESSIONAL SERVICES	4,500.00	0		4,500.00		
					SubTotal	255,000.00	
					Total Tax	0.00	
					Total Amount	255,000.00	



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-35128
Invoice Date: 3/6/2024
Due Date: 4/5/2024
Payment Terms: Net 30
PO#:

Bill To: CA - Bakersfield PD
Finance Department
1600 Truxton Ave
Bakersfield, California, 93301

Ship To: CA - Bakersfield PD
1601 Truxtun Avenue
Bakersfield, California 93301

Billing Company Name: CA - Bakersfield PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Co-term year 1

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
Flex - Solar Kit	5	\$0.00	\$0.00	\$0.00
Flock Safety Advanced Search	196	\$15.31	\$0.00	\$3,000.00
FlockOS TM	1	\$0.00	\$0.00	\$0.00
Flock Safety Falcon ®	83	\$2,500.00	\$0.00	\$207,500.00
Professional Services - Existing Infrastructure Implementation Fee	30	\$150.00	\$0.00	\$4,500.00
Flock Safety Falcon ® Flex	5	\$3,000.00	\$0.00	\$15,000.00
Flock Safety Falcon ® Flex Bundle	5	\$5,000.00	\$0.00	\$25,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal: \$255,000.00
Credit: \$0.00

If you have questions about your invoice or need to update your billing contact information, please email
billing@flocksafety.com.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-35128
Invoice Date: 3/6/2024
Due Date: 4/5/2024
Payment Terms: Net 30
PO#:

Sales Tax: \$0.00
Total: \$255,000.00

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-35128
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code:
121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx, or 891923
USPS: 1501 North Plano Rd. ste 100
Richardson, TX 75081

Account: CA - Bakersfield PD

Invoice # INV-35128

Amount Due: \$255,000.00

Amount Enclosed: \$ _____

Cheyenne Lo

From: Cheyanne Lo
Sent: Thursday, June 13, 2024 11:42 AM
To: Olimpia Frederick; Edwin S. Bonilla
Cc: Buffie Kaiser
Subject: Change Account # on Converted PO 244259

Hi: Can I request to change the distribution on a converted PO 244259 please?

Anyway, it should be as follows
from

\$255,000 0110-22011-507-5080640-0000-ICP23500-0000

To

\$104,500 0110-22011-507-5080640-0000-ICP23500-0000

\$98,500 0110-22061-509-5080680-0000-ICP20900-0000

\$52,500 5110-11731-403-5040310-0000-00000000-0000

Thank you in advance 😊



Cheyenne Lo | Administrative Analyst I
Technology Services Department

City of Bakersfield

email: clo@bakersfieldcity.us

web: www.bakersfieldcity.us

phone: 661-326-3783



Purchase Order: 244259 ? ★

Main

▲ General

Procurement BU COB
Requisitioning BU COB
Sold-to Legal Entity City of Bakersfield
Bill-to BU COB
Order 244259

Supplier FLOCK SAFETY
Supplier Site MAIN_PUR_PA
Supplier Contact
Communication Method None



PURCHASE ORDER

PAGE 1

PURCHASE ORDER NO. 244259
ACCOUNT NO. 01120115078064ICP235
CITY AGENCY
REQ. NO. 0000139513
DATE 3/06/2024

FLOCK GROUP INC
1170 HOWELL MILL ROAD NW
SUITE 210
ATLANTA GA 30318

DELIVER
TO:

CITY OF BAKERSFIELD
TECHNOLOGY SERVICES
1501 TRUXTUN AVE, 1ST FL
BAKERSFIELD CA

DEPARTMENT USE ONLY

Amount for Payment
Unpaid Balance

\$104,500.00

011-2011-507-8064 ICP235 ✓

~~\$98,500.00~~ 98,000

011-2061-509-8068

ICP209

\$52,500.00

511-1731-403-4031 ✓

F.O.B. POINT		INVOICE TERMS		BUYER		
BAKERSFIELD		NET	3/04/2024	BUFFIE KAISER	OLIMPIA FREDERICK	
QUANTITY	UNIT	DESCRIPTION			PRICE	AMOUNT
250500.00	EA	PER AGR 2023-094 (1), FLOCK SAFETY PLATFORM VENDOR ITEM NO. - FLOCK SAFETY PLATFOR INCLUDED FLOCK SAFETY FLOCK OS, FLOCK SAFETY FALCON FLEX, FLOCK SAFETY FALCON FLEX BUNDLE, FLEX -SOLAR KIT, FLOCK SAFETY FLOCKOS ADD ON FLOCK SAFETY ADVANCED SEARCH PER AGREEMENT 2023-094 (1) APPROVED ON 12/13/23 YEAR 1 OF 5			1.0000	250500.00
150.00	EA	FLOCKSAFETY PROFESSIONAL SERVICES VENDOR ITEM NO. - FLOCK SAFETY PROFESS PROFESSIONAL SERVICES - EXISTING INFRASTRUCTURE IMPLEMENTATION FEE PER 2023-094 (1), APPROVED ON 12/13/2023 *PER AGRMT #2023-094(1) APPROVED BY COUNCIL ON 12/13/2023. YEAR 1 OF YEAR 5			30.0000	4500.00
					TOTAL	255000.00

I certify that the items listed above were received and checked by me on the date indicated.
All commodities conformed to specifications and were in good condition except as otherwise
noted. This document will constitute the Finance Directors authority to pay the claim.

REMARKS:



DATE _____ SIGNED _____ RECEIVER _____



PURCHASE REQUISITION NBR: 0000139513

REQUISITION BY: BUFFIE KAISER

STATUS: REQUISITION APPROVAL
REASON: ADDTL FLOCK CAMERAS FOR PD

DATE: 3/04/24

SHIP TO LOCATION: TECHNOLOGY SERVICES 315

SUGGESTED VENDOR: 32291 FLOCK GROUP INC

DELIVER BY DATE: 3/04/24

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	PER AGR 2023-094 (1), FLOCK SAFETY PLATFORM INCLUDED FLOCK SAFETY FLOCK OS, FLOCK SAFETY FALCON FLEX, FLOCK SAFETY FALCON FLEX BUNDLE, FLEX -SOLAR KIT, FLOCK SAFETY FLOCKOS ADD ON FLOCK SAFETY ADVANCED SEARCH PER AGREEMENT 2023-094 (1) APPROVED ON 12/13/23 YEAR 1 OF 5 COMMODITY: COMPUTERS,DP & WORD PROC SUBCOMMOD: SOFTWARE MAINT FEES	250500.00	EA	1.0000	250500.00	FLOCK SAFETY PLATFOR
2	FLOCKSAFETY PROFESSIONAL SERVICES PROFESSIONAL SERVICES - EXISTING INFRASTRUCTURE IMPLEMENTATION FEE PER 2023-094 (1), APPROVED ON 12/13/2023 COMMODITY: COMPUTERS,DP & WORD PROC SUBCOMMOD: SOFTWARE MAINT FEES	150.00	EA	30.0000	4500.00	FLOCK SAFETY PROFESS

REQUISITION TOTAL: 255000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01120115078064	CAPITAL OUTLAY FLEET EQUIPMENT ICP235	100.00	250500.00
2	01120115078064	CAPITAL OUTLAY FLEET EQUIPMENT ICP235	100.00	4500.00
		BSCC ORT GRANT		
		BSCC ORT GRANT		
				255000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

NON-TAXABLE
YEAR 1 OF 5
SETUP AS PARTIAL PAY
PER AGREEMENT 2023-094 (1) ON 12/13/23

AGREEMENT NO. 2023-094(1)

**AMENDMENT NO. [1] TO
AGREEMENT NO. 2023-094**

This **AMENDMENT NO. 1 TO AGREEMENT NO. 2023-**
into on DEC 13 2023, by and between the **CITY OF**
corporation (referred to herein as "CITY"), and **FLOCK**
authorized to do business in California (referred to herei

23-27 ORTP
Grant

011-2011-507-8064
ICP235

RECITALS

WHEREAS, ON April 26, 2023, CITY and CO
Agreement No. 2023-094; and

WHEREAS, the parties desire to amend Agreement No. 2023-094 to allow
CITY to access footage of additional Automatic License Plate Reading cameras
via a subscription at various locations throughout the CITY; and

WHEREAS, CITY and CONTRACTOR have agreed to enter into a 60 month
agreement with the installation of additional cameras,

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and
CONTRACTOR mutually agree as follows:

1. Section 1 of Agreement No. 2023-094 entitled "**SCOPE OF WORK**" is
hereby amended to read as follows:

1. **SCOPE OF WORK.** In exchange for the Compensation (defined below), CONTRACTOR shall perform the following: Install 83 Flock Safety Falcon, 5 Flock Safety Falcon Flex, 5 Flock Safety Falcon Flex Bundle, and 5 Flex Solar Kits, with 1 Flock Safety Advanced Search. In addition, CONTRACTOR will be allowing CITY access to footage and provide notifications for footage obtained by the Automatic License Plate Readers ("ALPR") cameras and set forth in more detail and pursuant to **Exhibit A**, attached and incorporated herein. Performance of the Scope of Work shall additionally be subject to the Master Terms and Conditions set forth in **Exhibit B** attached hereto and incorporated herein ("Scope of Work"). The ALPR cameras and access and notifications will be provided to CITY on a yearly subscription basis for the next five (5) years. The Scope of Work shall include all items and procedures necessary to properly complete the

CONTRACTOR
COPY

task CONTRACTOR has been hired to perform, whether specifically included in the Scope of Work or not.

2. Section 2 of Agreement No. 2023-094 entitled "**COMPENSATION/PAYMENT PROCEDURE**" is hereby amended to read as follows:

2. **COMPENSATION/PAYMENT PROCEDURE.** Subject to the conditions of this section, CITY will pay CONTRATOR as follows in accordance with Exhibit A, attached hereto and incorporated by reference herein for performing the Scope of Work ("Compensation"):

A total, lump sum payment of \$1,257,000.00 made in five (5) installments after the Scope of Work is completed to CITY'S satisfaction per **Exhibit A**, such satisfaction not to be unreasonably withheld or delayed, which is attached hereto and incorporated by reference herein as follows:

- \$255,000.00 Year One
- \$250,500.00 Year Two
- \$250,500.00 Year Three
- \$250,500.00 Year Four
- \$250,500.00 Year Five

CITY will pay CONTRACTOR within 30 days after CONTRACTOR submits an itemized invoice for the portions of the Scope of Work completed and that invoice is approved by CITY. The Compensation will be the total amount paid to CONTRACTOR for performing the Scope of Work and includes, but is not limited to, all out-of-pocket costs and taxes. CITY will pay no other compensation to CONTRACTOR. In no case will CITY compensate CONTRACTOR more than \$1,257,000 for performing the Scope of Work.

3. Section 3 of Agreement No. 2023-094 entitled "**TERM**" is hereby amended to read as follows:

3. **TERM.** Unless terminated sooner, as set forth herein, this Agreement shall terminate on January 31, 2029

4. Except as amended herein, all provisions of Agreement No. 2023-094 shall remain in full force and effect.



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CONTRACTOR
COPY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 2023-094 to be executed the day and year first above written.

"CITY"

CITY OF BAKERSFIELD

By: _____

KAREN GOH
Mayor

"CONTRACTOR"

FLOCK GROUP INC.

By: _____

DocuSigned by:

Mark Smith

AG5C931454G24F3...

Mark Smith

Print Name: _____

Title: General Counsel

APPROVED AS TO CONTENT:
TECHNOLOGY SERVICES DEPARTMENT

By: _____

GREGORY PRONOVOST
Technology Services Director

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____

ASHLEY ZAMBRANO
Deputy City Attorney

Insurance: _____

COUNTERSIGNED:

By: _____

RANDY MCKEEGAN
Finance Director

Attachment: Exhibit A – Flock Group, Inc Order Form
Exhibit B – Master Terms & Conditions

CONTRACTOR
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flock safety

EXHIBIT A ORDER FORM

Customer: CA - Bakersfield PD
 Legal Entity Name: CA - Bakersfield PD
 Accounts Payable Email: bkaiser@bakersfieldcity.us
 Address: Finance Department
 1600 Truxton Ave Bakersfield, California 93301

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual - First Year at Signing.
 Retention Period: 30 Days

30

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$250,500.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	83	Included
Flock Safety Falcon ® Flex	Included	5	Included
Flock Safety Falcon ® Flex Bundle	Included	5	Included
Flex - Solar Kit	Included	5	Included
Flock Safety FlockOS Add Ons			
Flock Safety Advanced Search	\$3,000.00	1	\$3,000.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	30	\$4,500.00

Subtotal Year 1: \$255,000.00
 Annual Recurring Subtotal: \$250,500.00
 Discounts: \$230,000.00
 Estimated Tax: \$0.00
 Contract Total: \$1,257,000.00

Had 53
Added 30

CONTRACTOR
COPY

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$255,000.00
Annual Recurring after Year 1	\$250,500.00
Contract Total	\$1,257,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$220,000.00
Flock Safety Add-ons	\$10,000.00
Flock Safety Professional Services	\$0.00

CONTRACTOR
COPY

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description**Package: Essentials**

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.



By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Bakersfield PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 17 day of November 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as



exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.



1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.



2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.



2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.



3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,



text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any



such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.



5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or



withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("**Cure Period**"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.



8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A



PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF



LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at



Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS



11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.



11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.



11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.



FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

CONTRACTOR
COPY

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and



(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

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Certificate Of Completion

Envelope Id: 2216274EB9554C82825C2C8F112A667C

Status: Completed

Subject: Complete with DocuSign: 2023-094Amendment.pdf

Source Envelope:

Document Pages: 28

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Caroline Fraher

AutoNav: Enabled

1170 Howell Mill Rd NW

Enveloped Stamping: Enabled

Unit 210

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Atlanta, GA 30318

caroline.fraher@flocksafety.com

IP Address: 164.68.246.202

Record Tracking

Status: Original

Holder: Caroline Fraher

Location: DocuSign

11/30/2023 2:29:25 PM

caroline.fraher@flocksafety.com

Signer Events

Mark Smith

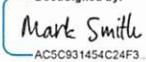
mark.smith@flocksafety.com

General Counsel

Flock Group Inc

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style
Using IP Address: 75.238.243.167**Timestamp**

Sent: 11/30/2023 2:33:42 PM

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Signed: 11/30/2023 2:36:10 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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Certified Delivered

Security Checked

11/30/2023 2:35:42 PM

Signing Complete

Security Checked

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Completed

Security Checked

11/30/2023 2:36:10 PM

Payment Events**Status****Timestamps**

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